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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 UNITED STATES,

11 Plaintiff,

12 vs.

13 MICHAEL AVENATTI,

14 Defendant.

15 Case No. SA-CR-19-61-JVS

16 **RECEIVER'S OPPOSITION TO**
MOTION TO COMPEL
DISCOVERY
[DECLARATION OF JOHN P.
REITMAN IN SUPPORT; AND
EXHIBITS separately filed]

17 **Hearing Date, Time, and Location:**

18 Date: August 26, 2019
19 Time: 8:30 a.m.
20 Place: Courtroom 10C
21 411 W 4th Street
22 Santa Ana, CA 92701

CLERK U.S. DISTRICT COURT
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BY *[Signature]*

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1 Brian Weiss, federal court appointed receiver (“Receiver”) of Eagan Avenatti,
 2 LLP (“EA”), submits this opposition to defendant Michael Avenatti’s (“Avenatti”)
 3 motion (the “Motion”) to compel “the government to give him ‘unfettered,
 4 unmonitored access to the Eagan Avenatti LLP servers’” (the “EA Servers”).
 5 Motion, 2:3-4. Also submitted under separate cover is the declaration of John P.
 6 Reitman (the “Reitman Dec.”), with exhibits.

7 **I. INTRODUCTION**

8 Avenatti’s request for “immediate and unfettered access” to EA’s computer
 9 servers, and specifically EA files/documents/information (collectively,
 10 “Information”), should be denied for the following reasons:

11 First, as explained below, the Receiver has not “refused to allow [Avenatti]
 12 reasonable access” to information, as he falsely claims.¹

13 As the Receiver has offered to Avenatti before, he may have access to the
 14 information which is reasonably calculated to permit him to defend against the 36-
 15 count indictment, so long as he (i) pays for the cost of obtaining that information;
 16 (ii) provides the Receiver a list of the categories of files, documents and information
 17 (collectively, “Information”) he wants access to; and (iii) provides an explanation as
 18 to why he is entitled to the requested Information.

19 Second, as Avenatti admits, the EA Servers “contain close to all of Mr.
 20 Avenatti’s business and client files for over a decade, including all his emails”
 21 Motion, 3:13-18. Accordingly, his request is grossly overbroad and, given some of
 22 the criminal charges against him (including for extortion) and his prior conduct in
 23 dealing with the Receiver, “unfettered” access present unacceptable risks that such
 24 access may lead to unnecessary and irreparable damage to the rights and interests of

26 ¹ Unlike Avenatti, the Receiver does not believe that “unfettered” is synonymous
 27 with “reasonable”.
 28

1 EA's former clients.

2 Third, Avenatti does not need access to EA's Servers. The servers are in the
 3 possession of the Receiver and are property of the EA receivership estate, not the
 4 government. Consistent with his fiduciary duties, the Receiver is required to
 5 preserve the integrity of the servers for the benefit of the receivership estate's
 6 creditors, including EA's former clients. For this reason and because there are
 7 forensic images of the servers' contents, Avenatti's access to the information on the
 8 servers is obtainable from and should be limited to the forensic images.

9 **II. STATEMENT OF FACTS**

10 The Receiver was appointed by the District Court in *In re Eagan Avenatti*,
 11 LLP (Central District of California, 8:18-CV-01644-VAP-KES) pursuant to a
 12 Stipulation and Order agreed to by Avenatti, individually and for EA, entered on
 13 February 13, 2019 (the "Receivership Order"). Reitman Dec., Ex. 1. Pursuant to
 14 the Receivership Order, Avenatti voluntarily agreed to turn over possession of all
 15 EA property, including the EA Servers – which, according to Avenatti and as stated
 16 above, "contain close to all of Mr. Avenatti's business and client files for over a
 17 decade, including all his emails" [Motion, 3:13-18] to the Receiver, a non-lawyer.

18 To enable the Receiver to perform his functions, Avenatti obligated himself to
 19 cooperate with the Receiver and deliver this property to him. Receivership Order, ¶
 20 27(h). However, Avenatti did not do so. At first, Avenatti claimed that he was
 21 "putting the information together" and had access to the EA Servers. Reitman Dec.,
 22 ¶ 3.

23 In mid-March, the Receiver discovered that Avenatti had supposedly caused
 24 EA to sell the EA Servers and other property to a law firm known as X-Law Group
 25 PC pursuant to an Asset Purchase Agreement "entered into as of August 1, 2018."
 26 Reitman Dec., ¶¶ 4, 5; Exhibit 2. The Receiver contacted X-Law Group's principal,
 27 Filippo Marchino, who stated that although the firm had entered into that agreement,
 28 it never took possession of EA's Servers and had no knowledge as to their location.

1 *Id.*, ¶ 5; Exhibit 2.

2 Around this time, Avenatti was continuing to claim that he was still “putting
 3 information together” but then changed his story claiming he “didn’t know where
 4 the servers were,” a claim Avenatti continued to make until April 2, 2019. Reitman
 5 Dec., ¶ 5. On April 2, counsel for Avenatti contacted the Receiver and claimed that
 6 they had “discovered” a business card for an IT company called mixinIT. *Id.* The
 7 Receiver contacted the attorney for mixinIT to arrange for the turnover of the
 8 servers. mixinIT’s attorney provided client documents showing that (i) mixinIT had
 9 taken possession of EA’s Servers on or about November 19, 2018; (ii) mixinIT had
 10 been paid \$1,000 a month for their upkeep through March, 2019; (iii) Judith Regnier
 11 (EA’s then office manager) had instructed mixinIT to change the billing information
 12 to X-Law Group on February 26, 2019, shortly after the Receivership Order was
 13 entered; and (iv) through mid-March, Ms. Regnier continued to instruct mixinIt
 14 concerning who could have access to the servers. Reitman Dec., ¶ 6, Ex. 3. These
 15 facts make clear that Avenatti had been far less than candid when he claimed not to
 16 know where the EA Servers were and to be unable to provide the Receiver with
 17 access to them— that conduct intentionally violated the Receivership Order.
 18 Moreover, it causes the Receiver to question why, now that the EA Servers are in
 19 his possession, Avenatti insists upon unfettered and unsupervised access to them.

20 The day after the Receiver learned that mixinIt had access to EA’s Servers, he
 21 instructed mixinIT to release them to the IRS-CI, so that the government could make
 22 a forensic image of the servers’ contents. Reitman Dec., ¶ 7 Before doing so,
 23 however, the Receiver contacted the United States Attorney’s Office, to confirm that
 24 (i) the information contained in the EA Servers would be maintained without
 25 alteration; (ii) creation of the forensic image would not in any way interfere with the
 26 integrity of the data contained in the servers; and, (iii) there was a protocol for
 27 maintaining the attorney-client privilege with respect to all attorney-client
 28 communications contained in the servers. *Id.*

1 The IRS-CI made their forensic image of the EA Servers' contents and in or
 2 about late April delivered the servers themselves and a forensic image of the
 3 information on the servers to the Receiver. Since that time, the servers have been
 4 dormant, as the EA receivership estate lacks the funds to house, set up, restart and
 5 maintain them. Avenatti effectively drained EA's bank accounts and diverted funds
 6 payable to it prior to and contemporaneously with stipulating to the appointment of
 7 the Receiver. Reitman Dec., ¶ 8.

8 Since that time, Avenatti has repeatedly demanded "unfettered" access to the
 9 EA Servers, and each time the Receiver has rebuked him, stating that he would not
 10 give Avenatti unsupervised or unfettered access to them, particularly because the
 11 information stored in the servers is not permanent and can be altered, erased or
 12 otherwise destroyed. The Receiver did, however, offer to give Avenatti access to
 13 Information on the servers (which also is captured on the forensic image) reasonably
 14 calculated to protect the interests of clients, if any, currently represented by him or
 15 to enable Avenatti to defend the criminal charges against him. In each instance, the
 16 Receiver made clear that Avenatti would need to (i) provide to the Receiver a list of
 17 the categories of Information he wanted access to; (ii) provide to the Receiver an
 18 explanation as to why he believed he was entitled to the Information; and (iii) paid,
 19 in advance, the Receiver's estimated cost to have his accountants' IT expert search
 20 for and copy the requested Information. In the alternative, Receiver proposed that
 21 Avenatti's own qualified IT independent contractors (acceptable to the Receiver)
 22 could perform that work, but those persons would be closely supervised by the
 23 Receiver's accountants, at Avenatti's expense.² Reitman Dec., ¶ 9.

24

25

26 ² Indeed, the Receiver has already worked with replacement counsel (who
 27 previously worked with Avenatti) for two major cases in making such copies from
 28 the forensic image using replacement counsel's independent IT expert. Reitman

1 **III. ARGUMENT**

2 **A. Avenatti is not Entitled to Unfettered Access to the EA Servers.**

3 The data contained on the EA Servers (and the forensic image) is comprised
 4 of (i) litigation documents, including pleadings and discovery; (ii) information of
 5 EA clients, opposing parties or third-parties, some of which may be subject to
 6 privacy rights or protective orders; (iii) correspondence, including emails, much of
 7 which may be subject to the attorney-client privilege, privacy rights or protective
 8 orders; and (iv) business and financial books and records of EA.

9 So far, Avenatti has been unwilling to specify in any reasonable fashion *what*
 10 Information he wants to access and why, instead claiming that he has an absolute
 11 right of unfettered access to the EA Servers themselves and *all files, documents and*
 12 *other information contained on them* (at no cost to him), stating that:

13 [t]he servers contain close to all of Mr. Avenatti's business and client
 14 files for over a decade, including all his emails. . . . [including] critical
 15 information relating to the accounting of various client settlement monies
 16 and Mr. Avenatti's taxes and other business interests mentioned in the
 17 indictment.

18 Motion, 3:13-18. Avenatti has no such right to unfettered access to EA's Servers or
 19 *the entirety* of the information contained on them.

20 First and foremost, Avenatti voluntarily agreed to turn over the EA Servers
 21 and their contents to the Receiver by virtue of the Receivership Order. Neither the
 22 servers nor most of the information contained on them are his property.

23 Second, Avenatti supposedly caused EA to sell the EA Servers to the X-Law
 24 Group, thereby voluntarily depriving himself of any ownership interest. Despite
 25 this, he continues to claim the he has a right to "unfettered access" to the EA

27 Dec., ¶ 10.
 28

1 Servers. Reitman Dec., ¶ 4.

2 Third, Avenatti also did not directly own any interest in EA – he has
 3 purported to own EA indirectly through Avenatti & Associates. However, Avenatti
 4 transferred both his ownership in EA and Avenatti & Associates to his former wife,
 5 Lisa Storie, in their currently pending divorce proceeding. Reitman Dec., ¶ 11, Ex.
 6 5. Currently, Avenatti doesn't have *any* ownership interest in EA or its property.

7 Fourth, Avenatti has not worked for EA since February 13, 2019, when the
 8 receivership estate was created, and EA ceased performing legal services. In effect,
 9 Avenatti abandoned his EA clients.

10 In each of the above scenarios, Avenatti abrogated his fiduciary obligations to
 11 EA's clients by intentionally transferring their personal data and other files without
 12 their knowledge, much less their informed consent, to third-parties (in two
 13 scenarios, the transfers were to a non-lawyer: the Receiver or Avenatti's former
 14 spouse). And, of course, Avenatti can no longer claim to perform legal services
 15 through EA. Moreover, Avenatti has not (to date) and likely cannot demonstrate
 16 that he still is the lawyer for any of EA's former clients and demand access to their
 17 files. Some of these clients have sued him, some are victims in this criminal case,
 18 and some may simply have been abandoned by him. In any case, this is quite
 19 different from a client who has been provided proper notice of and given informed
 20 consent to Avenatti's transfer of their legal files. Avenatti has no absolute right to
 21 access their files in the hands of a court appointed receiver, except to the extent
 22 agreed to by the client or pursuant to appropriate court process.

23 Moreover, as Avenatti no longer has any ownership or other interest in EA
 24 (since it has been ceded to Ms. Storie or his receivership estate), he has no right or
 25 reason to access all of EA business and financial books and records; his right to
 26 access those records extends only to tax returns, bank loan documents and other EA
 27 records containing incriminating or exculpatory information relating to the criminal
 28 charges against him.

1 Lastly, most of the information contained on the EA Servers and the forensic
 2 image is entirely irrelevant to Avenatti's defense in this case. Allowing him
 3 unsupervised, unfettered access to that information would facilitate Avenatti's
 4 ability, should he be so inclined, to misuse that information to evade his creditors or
 5 intimidate or undermine his former clients that have made (or may make) claims
 6 against him.³ Moreover, there is a genuine fear that the data contained in the servers
 7 may be tampered with (either altered, deleted or otherwise destroyed).

8 This same concern applies for the several dozen boxes of hard copy EA
 9 documents sitting in a storage facility. Avenatti has demanded unfettered access to
 10 those documents as well, but the Receiver has denied him that unfettered access for
 11 the same reasons as with the forensic image and the EA Servers – he has no right to
 12 access the bulk of those documents, and the Receiver has legitimate concerns that
 13 some of those documents contain information that Avenatti may have reason to
 14 tamper with, destroy, or misuse.

15 To the extent Avenatti is concerned about pointing the Receiver (or the
 16 government) in the direction of particular incriminating or exculpatory evidence, the
 17 Receiver has offered to have Avenatti choose a qualified independent IT specialist
 18 to search the forensic image (and document boxes for that matter), so long as that
 19 person has been vetted by the Receiver and is supervised. Avenatti has rejected that
 20 offer. Furthermore, Avenatti has had every opportunity from the time when he was
 21 initially indicted in late March of this year to make a formal request of the Receiver
 22 in the District Court overseeing the EA Receivership Estate. He has not done so.

23 Instead, after misleading the Receiver as to the whereabouts of the EA
 24 Servers for more than six weeks and immediately after that deception being
 25 unmasked through the filing of his Motion, Avenatti had repeatedly peppered the

27 ³ Avenatti has been federally indicted for attempting to extort Nike, Inc.
 28

1 Receiver with informal demands and threats for “unfettered” access, at no charge, to
 2 the EA Servers. Reitman Dec., Exs. 2, 4. The Motion is the first time Avenatti has
 3 made a formal demand for such access, something he could have done but tactically
 4 chose to not do for nearly four months.

5 **B. EA has no Financial Ability or Duty to Conduct a Search for any**
 6 **Information Avenatti may Claim to Need; Avenatti does.**

7 Avenatti claims that the Receiver had offered him full access to the EA
 8 Servers in April 2019, so long as Avenatti paid the \$1,000 monthly upkeep cost.
 9 Motion, 5:1-2. This is inaccurate. The Receiver simply noted that this was the
 10 monthly rent charge while the EA Servers were monitored by mixinIT. The servers
 11 are no longer in mixinIT’s possession, and the cost to move them to a suitable
 12 facility, install, restart, and maintain them is a different matter and likely will be
 13 considerably higher. Reitman Dec., ¶¶ 7-9. Moreover, that discussion only covered
 14 the bare cost to keep the servers online (which is unnecessary because the
 15 information is accessible from the forensic image), it did not address (i) the protocol
 16 for searching for Information; (ii) what Avenatii may or may not have access to,
 17 based upon the Receiver’s duty to keep the data on those servers intact; and (iii) the
 18 cost to hire and, if necessary, supervise someone to search for and copy the specific
 19 Information requested by Avenatti. Motion, Declaration of James Bastian, Ex. B.

20 In short, the EA Receivership Estate has no funds because Avenatti emptied
 21 its bank accounts and wrongfully diverted funds payable to it – in violation of the
 22 Receivership Order. Reitman Dec., ¶ 12. As an example, when the Receiver was
 23 appointed, he learned that EA represented Medline, Inc. in *Medline Industries, Inc.*
 24 v. *Kimberly-Clark Corporation, et al.*, 1:17-cv-02032-SCJ, United States District
 25 Court for the Northern District of Georgia (the “*Medline Case*”). EA’s monthly
 26 \$35,000 retainer (retainer) was paid by check. Reitman Dec., ¶ 12. The Receiver
 27 discovered, however, that on November 27, 2018, Judith Regnier (EA’s then office
 28 manager) directed Medline to change the payee on its monthly expense checks from

1 “Eagan Avenatti, LLP” (per the fee agreement with it) to “Avenatti LLP”,⁴ by
 2 providing Medline with a new W-9 form. The checks were still mailed to EA’s
 3 address at 520 Newport Center Drive, Suite 1400, Newport Beach, CA 92660.
 4 Reitman Dec., ¶ 12, Ex. 6.

5 On January 25, 2019, a few weeks before the Receiver was appointed, Ms.
 6 Regnier contacted Medline and requested that all future payments be sent to 4491
 7 Rainbow Lane, Yorba Linda, CA 92886, Ms. Regnier’s home address. Reitman
 8 Dec., ¶ 13. On February 21, 2019, eight days after the Receiver had been appointed,
 9 Ms. Regnier again contacted Medline to ensure the next check (for \$58,295.38)
 10 would be made payable to Avenatti LLP and sent to her Yorba Linda address. *Id.*

11 What’s more, while EA has no funds to enable it to search for or copy EA
 12 business or financial records or client files for Information that may be requested by
 13 Avenatti, Avenatti apparently has no such problem. On July 19, 2019, the Law
 14 Offices of Jason Frank (a major secured creditor of both EA and Avenatti
 15 personally) sent a notice of subpoena to various parties via email, including Avenatti
 16 and the Receiver; the subpoena was to the Intercontinental Hotel in Century City,
 17 California, requesting the method by which Avenatti paid to stay there. Reitman
 18 Dec., ¶ 14. Avenatti responded with the following: “I see desperation has set in. **I**
 19 **paid cash.** Nice Try.” Reitman Dec., Ex. 7 (emphasis added).

20 What’s more, Avenatti’s current mailing address is at “Ten Thousand,” a
 21 recently completed high rise luxury apartment building at 10000 Santa Monica Blvd,
 22 21st Floor. Apartments in that building *start* at \$9,900 a month for the smallest unit.
 23 Reitman Dec., ¶ 15. Avenatti also has retained several attorneys to represent him,
 24 including the following who continue to perform legal services for him: Shulman
 25

26 ⁴ It appears that there is no such entity. The taxpayer identification number
 27 identified for this entity is the same as for EA. Reitman Dec., ¶ 12.
 28

1 Hodges & Bastian LLP; Pierce Bainbridge Beck Price & Hecht LLP; Pansky Markle
 2 Attorneys at Law; and H. Dean Steward, Esq. *Id.* If Mr. Avenatti can pay at least
 3 \$10,000 a month in cash for a luxury apartment at the Intercontinental and his
 4 numerous attorneys, he can pay the Receiver to search for and copy requested
 5 Information reasonably calculated to enable Avenatti to defend the criminal charges
 6 against him or, as the Receiver has suggested as an alternative, hire his own
 7 qualified IT specialist (acceptable to the Receiver) to do that work and, if necessary,
 8 pay the receivership estate for expenses incurred in supervising that work.

9 **C. The Receiver's Position re: Avenatti's Access to Eagan Aveantti,**
 10 **LLP Information.**

11 As explained above and demonstrated by the email communications
 12 submitted with this Opposition (Reitman, Dec., Exs. 2, 4), the Receiver has not
 13 denied Avenatti access to Information reasonably calculated to enable him to defend
 14 the claims asserted against him in this criminal proceeding. The Receiver's position
 15 concerning that access is as follows:

16 1. **Access to Electronically Stored Information Should be Limited to**
 17 **the Forensic Image of EA's Servers.** All electronically stored Information that
 18 may be required to be produced by the Receiver should be made from the forensic
 19 image of the EA Servers. Avenatti does not need access to EA's Servers to obtain
 20 any information stored on them because all such information also is on the forensic
 21 image of the servers made by the government. While the process for retrieval of
 22 information on those two systems is not the same, such information is reasonably
 23 accessible from the forensic image by trained IT personnel. In fact, substitute
 24 counsel for EA in two federal civil class actions (who previously worked with
 25 Avenatti) have already used their own independent contractors to recover that
 26 information. Reitman Dec., ¶ 10.

27 2. **Confidentiality.** The Receiver is informed that the parties in this
 28 proceeding have executed a confidentiality stipulation and order (the "Order"). The

1 Receiver requests that the Court order all EA receivership estate Information
 2 produced in connection with this proceeding be covered by the Order to protect the
 3 interests of the EA estate and EA's former clients.

4 **3. Client Information from closed, inactive or active matters**
 5 **unrelated to claims asserted against Avenatti in this proceeding.** The Receiver
 6 requests that the Court order such Information not be made available to Avenatti,
 7 except at the express written and verifiable (by the Receiver) direction of the client
 8 to the Receiver. To be effective, such direction shall state if any of such
 9 Information will be made available to Avenatti and, if so, that the client has been
 10 informed of the right and has been given a reasonable opportunity to seek
 11 independent legal advice concerning the possible implications arising from such
 12 disclosure.

13 **4. Client matter Information from closed, inactive or active matters**
 14 **that are related to claims asserted against Avenatti in this proceeding.** The
 15 Receiver requests that the Court order Avenatti's legal counsel to provide the
 16 Receiver with a written description of the Information requested (by subpoena) and
 17 a written explanation of why the Information are reasonably calculated to enable
 18 Avenatti to defend the criminal charges against him.

19 **5. Non-client documents, including EA business and financial**
 20 **records.** The Receiver requests that the Court order Avenatti's legal counsel to
 21 provide the Receiver with a written description of the information requested (by
 22 subpoena) and a written explanation of why the information is reasonably calculated
 23 to enable Avenatti to defend the criminal charges against him.

24 **6. EA documents that are not electronically stored.** The Receiver
 25 requests that the Court order Avenatti's legal counsel to provide the Receiver with a
 26 written description of Information requested (by subpoena) and a written
 27 explanation of why the Information is reasonably calculated to enable Avenatti to
 28 defend the criminal charges against him. EA documents that are not electronically

1 stored, are in several dozen “banker” style boxes located at a third-party storage
 2 facility. The Receiver further requests that the Court order that access to those
 3 paper documents be on terms specified by the storage company, that the search be
 4 conducted during normal business hours and supervised by an employee of the
 5 Receiver’s accounting firm at that person’s normal hourly billing rate, and that
 6 Avenatti make his own arrangements to photocopy Information on-site and at no
 7 expense to the receivership estate.

8 **7. Payment of Costs.** Finally, the Receiver requests that the Court order
 9 all costs incurred by the receivership estate in supervising or searching for and
 10 obtaining Information in connection with this proceeding be borne by the person
 11 making that request and not by the EA receivership estate. For this purpose, the
 12 Receiver will provide the requesting person with a written estimate of the cost to the
 13 receivership estate of using a qualified member of his accounting firm to search the
 14 forensic image for the requested Information and the cost of making a paper copy of
 15 that Information. The requesting person shall pay that estimate prior to the Receiver
 16 undertaking any work. If the cost of the work exceeds the estimate, the requesting
 17 person shall pay that extra amount to the Receiver prior to the delivery of the paper
 18 copy; if the actual cost is less than the estimate, the Receiver will promptly return
 19 the unused portion of the estimate payment (without interest) to the requesting
 20 person. Alternatively, the requesting person may select an independent IT specialist
 21 (acceptable to the Receiver) to search for and make a copy of requested Information
 22 from the forensic copy. Such work may be supervised by a member of the
 23 Receiver’s accounting firm, at the requesting person’s expense.

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IV. CONCLUSION

For all the foregoing reasons, the Motion should be denied.

Dated: August 12, 2019

Respectfully submitted,
LANDAU GOTTFRIED & BERGER LLP

By:

Jack A. Reitman
Attorneys for Brian Weiss, Court Appointed
Receiver of Eagan Avenatti, LLP

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this district court case. My business address is:
LANDAU GOTTFRIED & BERGER LLP, 1880 Century Park East, Suite 1101, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): **Receiver's Opposition to Motion to Compel Discovery /Declaration of John P. Reitman In Support; and Exhibits Separately Filed** will be served or was served in the manner stated below:

1. SERVED BY UNITED STATES MAIL:

On (*date*) **August 12, 2019**, I served the following persons and/or entities at the last known addresses in this district court case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows.

Juian L. Andre
United States Attorney's Office Central
District of California
312 N. Spring Street
Los Angeles, CA 90012

H. Dean Steward, Esq.
107 Avenida Miramar
Suite C
San Clemente, CA 92672

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 12, 2019 Vanessah Richmond /s/ Vanessah Richmond
Date Printed Name Signature